

# Elder Boosters Super Split-the-Pot 2018

## Terms and Conditions

Elder High School and the Archdiocese of Cincinnati (collectively, "EHS") is sponsoring a Split-the-Pot fundraiser in accordance with the laws of the State of Ohio. The fundraiser shall be known as the "Elder Boosters Super Split-the-Pot" (the "Split-the-Pot"). All proceeds of the Split-the-Pot will go to EHS and will be used in furtherance of its educational, arts, and athletics initiatives to enhance and support the educational experience of Elder High School students. The terms and conditions of the Split-the-Pot are set forth below ("Terms"). The interpretation and application of the Terms by EHS and its legal counsel shall be final. Any questions about these Terms or the prize should be directed to the Split-the-Pot Administrator, Mary Beth Meyer, [meyermb@elderhs.net](mailto:meyermb@elderhs.net).

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By participating, you agree that:

**ELIGIBILITY:** Participants must be 18 years of age or older. EHS staff, board, committee members, volunteers, and employees are eligible to participate and can win the prize. Participants must qualify under Ohio law. All federal, state, and local laws and regulations apply. VOID WHERE PROHIBITED.

**PRIZE:** The prize shall be fifty percent (50%) of the value of all tickets properly purchased in accordance with these Terms. The value of the prize will depend on the number of tickets sold.

**TICKET PRICES:** Tickets are \$5 each. The chances of winning are based upon the actual number of tickets sold. Up to 22,500] tickets will be sold. Tickets may sell out before the deadlines below.

**TICKETS:** Tickets may be purchased:

(i) in person at Elder High School, Attn: Athletic Department, 3900 Vincent Avenue, Cincinnati, OH 45205 during regular business hours until 3:00 PM on Friday, May 11, 2018, or

(ii) by mail to Elder High School, Attn: Athletic Department, 3900 Vincent Avenue, Cincinnati, OH 45205, post-marked by Friday, May 11, 2018.

EHS and its agents, volunteers, partners, employees, students, and employees assume no liability for lost, late, misdirected, mutilated, illegible, or undelivered tickets. All purchases of tickets are non-refundable (except at the discretion of EHS in the event of ineligibility). NO TICKET ORDERS WILL BE ACCEPTED BY VOICEMAIL OR EMAIL. Tickets will not be sold after the dates and times described above, per method of entry.

EHS reserves the right to reject any ticket that is submitted with payment that does not constitute "good funds" or that is otherwise noncompliant with the Terms.

Please Note: The mailing and email addresses provided on the tickets shall be considered as the addresses for all future correspondence between EHS and you. If either of these addresses changes, it is your responsibility to inform EHS of such change, via the Administrator.

**DRAWINGS:** Each ticket has a separate and equal chance of winning. The drawing of the winning ticket will occur on May 15, 2018 at approximately 12:00 pm (ET) ("Draw Date") at Elder High School, located at 3900 Vincent Avenue, Cincinnati, OH 45205. One ticket will be selected at random by a representative of EHS in accordance with Ohio law and these Terms. The first ticket selected that meets the requirements as set forth in these Terms ("Winning Ticket") will win the prize. The prize will be awarded to the individual whose name appears on the Winning Ticket (the "Winner"). A purchaser of the Winning Ticket will not be deemed to be the winner unless his or her name appears on the Winning Ticket. If the name of more than one person is submitted on the Winning Ticket, then the first name listed shall be deemed the Winner. If the ticket contains incomplete information, or the ticket is otherwise deemed to be void, then another ticket will be drawn.

**NOTIFICATION OF WINNER:** The Winner need not be present on the Draw Date to win. The Winner's name will be posted at EHS's website at <http://ehsports.com> within two (2) business days after the Draw Date. Two (2) attempts will be made to contact the Winner via phone or email, failing which EHS shall attempt to contact the Winner by registered mail at the mailing address provided at the time the ticket was purchased. The Winner may also contact EHS by emailing the Administrator ([meyermb@elderhs.net](mailto:meyermb@elderhs.net)) to initiate the process to claim the prize. If the Winner is unable to be contacted or located after a period of thirty (30) days from the Draw Date, the prize will be donated to EHS.

**CLAIMING THE PRIZE:** The prize shall not be awarded, and Winner shall not be entitled to the prize, unless and until Winner has (a) produced the Winning Ticket stub and appropriate photo identification, (b) provided all necessary information required for tax purposes, and (c) provided a completed Prize and Publicity Waiver and Release form, to EHS's reasonable satisfaction. Failure to comply may result in disqualification, whereupon the prize shall be deemed donated to EHS.

**TAXES AND IRS RULES:** Winner shall cooperate with providing necessary information for reporting of the winnings for tax purposes. Winner will be subject to the IRS rules and regulations regarding gambling

winnings. If the prize is valued at more than \$600, the Winner will receive a W-2G form from EHS. If the prize is valued at more than \$5,000, then EHS will withhold 25% from the proceeds in accordance with IRS guidelines and regulations. Winner is responsible for any taxes, fees, or other costs, if any generated because of his or her winning this Split-the-Pot. The cost of the ticket is not tax deductible. Please consult your tax advisor with any questions.

**WAIVER AND LIMITATIONS OF LIABILITY:** By participating in this Split-the-Pot, you hereby release EHS, the Archbishop of Cincinnati, and each of their respective agents, staff, employees, volunteers, members, and independent contractors and each of their respective officers, directors, partners, employees, and agents (including advertising and promotion agencies) (collectively, the "Released Parties") from any and all liability for injuries, losses, or damages of any kind caused by or arising from participation in the Split-the-Pot or winning the prize, or resulting from acceptance, possession, use or misuse of the prize. In no event shall the Released Parties be liable for any loss or injuries to earnings, profits, or goodwill, for any incidental, special, punitive, or consequential damages of any person or entity, whether arising in contract, tort or otherwise, even if advised of the possibility of such damages by counsel.

**RELEASE:** By participating in this Split-the-Pot, you agree to allow EHS and EHS's media and advertising partners to use your name, photos, videotape, likeness, and statements in promotional material without compensation. The Winner's name and location by city or area of town and photo may be printed in select

media, online, and in news releases and other publicity for and from EHS. EHS will not share other personal information from tickets with other organizations.

**RULES:** These Terms and the Split-the-Pot conducted pursuant thereto shall be construed and enforced in accordance with the laws of the State of Ohio. These Terms may not be waived, modified, or supplemented except in writing by EHS. EHS reserves the right not to proceed with the Split-the-Pot in its discretion and, in such event, your sole and exclusive remedy shall be to receive a refund of the cost of the ticket, without interest. **ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THE SPLIT-THE-POT OR THESE TERMS SHALL BE SETTLED BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION (PURSUANT TO ITS EXPEDITED PROCEDURES) UNDER ITS COMMERCIAL ARBITRATION RULES AND CONDUCTED IN CINCINNATI, OHIO, AND JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF.** *ANY ATTEMPT TO DELIBERATELY CIRCUMVENT, DISRUPT, OR DAMAGE ORDINARY AND NORMAL OPERATION OF THIS SPLIT-THE-POT, EHS'S WEBSITE, OR METHODS OF ENTRY OR UNDERMINE THE LEGITIMATE OPERATION OF THE SPLIT-THE-POT IS A VIOLATION OF CRIMINAL AND CIVIL LAW. SHOULD ANY SUCH AN ATTEMPT BE MADE, EHS RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW AND TO DISQUALIFY ANY SUCH INDIVIDUAL FROM PARTICIPATION IN THE SPLIT-THE-POT.*

Dated: April 19, 2018